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CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA	
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

KANG, PRABHJOT, K

CASE NO. 3:22 cv 5861 - SKV

COMPLAINT FOR A CIVIL CASE
ALLEGING BREACH OF
CONTRACT
(28 U.S.C. § 1332; Diversity of
Citizenship)

Plaintiff(s),

v.

Jury Trial: ☒ Yes ☐ No

WESTERN GOVERNORS UNIVERSITY
(WGU)

Defendant(s).

I. THE PARTIES TO THIS COMPLAINT

A. Plaintiff(s)

Name	PRABHJOT K. KANG
Street Address	4227 S MERIDIAN, SUITE D-277
City and County	PUYALLUP, PIERCE COUNTY
State and Zip Code	WASHINGTON 98373
Telephone Number	253-571-8506

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B. Defendant(s)

Name	WESTERN GOVERNORS UNIVERSITY (WGU)
Job or Title <i>(if known)</i>	
Street Address	4001 S 700 EAST
City and County	SALT LAKE CITY, SALT LAKE COUNTY
State and Zip Code	UTAH 84107
Telephone Number	801-274-3280

II. BASIS FOR JURISDICTION

What is the basis for federal court jurisdiction?

☐ Federal question
 ☒ Diversity of citizenship

A. The Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

The plaintiff Prabhjot K. Kang is a citizen of the State of Washington.

2. The Defendant(s)

The defendant Western Governors University is incorporated under the laws of the State of Utah and has its principal place of business in the State of Utah.

III. THE AMOUNT IN CONTROVERSY

The amount in controversy-the amount the plaintiff claims the defendant owes or the amount at stake-is more than \$75,000, not counting interest and costs of court, because:

The total amount in controversy is \$1,244,800, which is calculated based on a table published by the Bureau of Labor Statistics in 2013. The difference in earning capacity between a Bachelor's degree and a Master's degree is substantial for different professions and it can be as much as \$80,000 per year for some professions. However, we will only consider the profession Ms. Kang is in. She is currently employed as a sales supervisor

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for a major department store that is part of a national chain. According to the tables put together in 2013 by the Bureau of Labor Statistics, the earnings difference for sales managers with a master's degree as compared to a bachelor's degree was \$30,000 per year in 2013. This amounts to a total \$1,230,000.00 as lost earnings over a time span of 41 years of total employment until the retirement age of 65.5 years because Ms. Kang is only 28 years old. This amount will be a lot higher when taking the skyrocketing inflation into consideration. The amount of total tuition the plaintiff paid over 2 years for the MBA degree is \$14,800. This amounts to a total loss of \$1,244,800

IV. STATEMENT OF CLAIM

The plaintiff Prabhjot K. Kang, and the defendant Western Governors University, made an agreement or contract on May 1st, 2017, when she enrolled into WGU's MBA program. The agreement or contract was written in the form of WGU'S student handbook. Under that agreement or contract:

Prabhjot K. Kang was required to pay applicable tuition fees and complete all coursework in her MBA degree plan, and in turn Western Governors University (WGU) was required to award Prabhjot Kang her MBA degree.

The defendant WGU failed to comply because

On December 13th 2018, WGU put a permanent hold on plaintiff's MBA degree after the plaintiff went through administrative hearings for several weeks. The defendant failed to award plaintiff her degree upon her successful completion of the required coursework, including her successful completion of the Capstone Project for her MBA. The defendant alleged that the plaintiff had plagiarized in 5 of her essays in the past, that were part of her MBA degree plan, even though they had been graded and passed already. However,

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1 the plaintiff claims that the defendant inserted falsified material into plaintiff's essays and
2 then attributed those fraudulently created essays to the plaintiff and turned around and
3 alleged that the plaintiff had cheated even though it was the other way around. The
4 defendant retroactively negated the grades for four out of those five essays and did not
5 award plaintiff her degree. The plaintiff has complied with the plaintiff's obligations
6 under the contract but defendant cheated and asked the plaintiff not only to rewrite those
7 four out of five essays but also pay the tuition fee of over \$3700 all over again, but the
8 plaintiff refused. The plaintiff believed then and believes now that the defendant tried to
9 enrich itself unfairly at the expense of the plaintiff and tried to blackmail her by putting a
10 permanent hold on her degree.

11 12 **V. RELIEF**

13 The defendant has a hold on plaintiff's MBA degree and the plaintiff is requesting the
14 court to order the defendant to lift that hold. If the defendant lifts the hold on plaintiff's
15 degree, the plaintiff will not ask for the compensatory damages of \$1,244,800 for her
16 future 37 years of earnings loss and she will not ask for a refund for the \$14,800 in tuition
17 fees she paid. Plaintiff will only ask for \$105,000.00 in lost earnings for the last 3.5 years
18 at the rate of \$30,000 per year. If the defendant does not lift the hold on plaintiff's degree,
19 the plaintiff will ask the court to order the defendant to pay the plaintiff \$1,230,000 in
20 actual damages for lost earnings at the rate of \$30,000 per year for 41 years of total
21 employment until the retirement age of 65.5 plus the plaintiff will also ask for a refund of
22 \$14,800 for the MBA degree tuition fee over 2 years. Prabhjot Kang believes that using
23 the amount of \$30,000 per year for the calculations is very reasonable taking the future
24 inflation into account, and considering that the amount of \$30,000 is already nine years

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old. Even if the defendant lifts the hold on plaintiff's MBA degree, the plaintiff will still ask for her actual court costs, and that amount will be submitted to the court on the day of the final decision, after adding up all total court costs that occur until that day. The plaintiff will also ask for punitive damages due to her emotional distress and waste of time for several years. However, Prabhjot Kang defers the amount of the punitive and exemplary damages to the court.

VI. CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 11-08-2022

Signature of Plaintiff Prabhjot K. Kang

Printed Name of Plaintiff PRABHJOT K. KANG